

Panaji, 8th December, 1983 (Agrahayana 17, 1905)

SERIES II No. 36

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

Works, Education and Tourism Department

Order

No. 12/18/83/WET VI

Read: Govt. Order: 1. No. 16-1-82-WET-II dated 27-11-1982.

2. No. 16-1-78-WET-II/13353, dated 27-11-1982.

Shri S. B. Gaude is hereby appointed on ad-hoc basis as Lecturer in Electrical Engineering in Goa College of Engineering from the date he joins the post in the scale of Rs. 700-1300 plus the usual allowances admissible from time to time as per rules.

The appointment is subject to the condition specified in the Office Memorandum of even number dated 24-9-1983 and the rules regulations laid down by Govt. from time to time.

The appointment is purely on ad-hoc basis and it will not bestow on the appointee any claim for regular appointment, promotion to higher post and seniority and will be liable to be terminated by one month's notice or without payment of one month's salary in lieu of notice.

The appointment is liable for termination in case the character and antecedents of the appointee are adverse as to disqualify him from holding a post under Government.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 1st December, 1983.

Order

No. 8/26/83/WET

Government is pleased to constitute a State Level Co-ordination Committee consisting of the following members in order to advise the Government in planning, implementation and review of the various programmes for the International Youth Year-1985.

1. Hon. Chief Minister of Goa, Daman and Diu — Chairman.
2. Hon'ble Education Minister of Goa, Daman and Diu — Vice Chairman.
3. Shri Eduardo Faleiro, M.P. — Vice Chairman.
4. Education Secretary — Member.
5. Collector, Goa — Member.
6. Director of Education — Member.
7. Director of Health Services — Member.
8. Director of Agriculture — Member.
9. Conservator of Forests — Member.
10. Director of Information — Member.

11. Director of All India Radio — Member.
12. Director of Industries — Member.
13. Director of Social Welfare — Member.
14. Chief Town Planner — Member.
15. Director Rural Development Authority — Member.
16. Chairman State Welfare Board — Member.
17. President/Secretary of Indian Heritage Society, Panaji — Member.
18. President/Secretary of Goa Hiking Association — Member.
19. Asstt. Programme Adviser NSS, Regional Office Poona — Member.
20. President/Secretary Goa Bharat Scouts & Guides — Member.
21. President/Secretary Youth Hostel Association of India, Panaji — Member.
22. Principal, Carmel College for Women Nuvem, Salcete Goa — Member.
23. Shri Nandkumar Kamat, St. Cruz — Member.
24. Smt. Sudha Narvekar, N. C. C. Officer, St. Xavier College, Mapusa — Member.
25. Shri John Fernandes, Panaji — Member.
26. Shri Bikram Vohra, Panaji — Member.
27. Shri Shambu Bandekar, Panaji — Member.
28. Prof. G. K. Kelkar, Dempo College of Arts Science, Mira-Mar, Panaji — Member.
29. Dr. Vijay Thali, Panaji — Member.
30. Shri R. Jirge, Asstt. Director of Physical Education, Dte. of Education, Panaji — Member.
31. Director of Sports and Cultural Affairs, Panaji — Member Secretary.

The tenure of the Committee will be for a period of three years from the date of issue of the order.

The Non-Official members will be entitled to draw their TA/DA for attending the meeting as a Grade I Officer.

This issues with the concurrence of the Finance Department vide their U.O. No. Fin/(Exp)/8542 dated 21-11-83.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. S. Khandeparkar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 30th November, 1983.

### Local Administration and Welfare Department

Order

No. 6-2/77-LSG(68)-Part file

On the recommendation of the Departmental Promotion Committee duly constituted as per the rules for the selection of the post of Child Development Project Officer/Social Welfare Officer in the Directorate of Social Welfare, Kum. Maria Cristina Mesquita, Mukhya Sevika from the Directorate of Social Welfare is hereby promoted on ad-hoc basis to

the post of Child Development Project Officer, Group B Gazetted in the pay scale of Rs. 550-25-750-EB-30-900 and posted at Valpoi in Satari Block with immediate effect.

The Block Development Officer, Satari who was holding the additional charge is relieved from the date she takes charge. Kum. Maria Cristina Mesquita will move first.

The above promotion is ad-hoc and will not bestow on the person any claim for regular appointment and the service rendered on ad-hoc basis in the grade will not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L.A.W.D.).

Panaji, 1st December, 1983.

#### Notification

No. 1-1-82-HB

In exercise of the powers conferred by sub-section (1) of Section 4 and sub-section (1) of Section 5 of the Goa, Daman and Diu Housing Board Act, 1968, the Administrator of Goa, Daman and Diu is pleased to nominate Shri Vishnu Rama Naik, M.L.A. (Pale) as Chairman of the Goa, Daman and Diu Housing Board and the following as its members, with immediate effect:—

1. Superintending Engineer (Buildings), P.W.D., Panaji.
2. Senior Architect, P.W.D., Panaji.
3. Shri Simon D'Souza, Vasco da Gama.

### Revenue Department

#### Notification

No. 22/61/83-RD

Whereas by Government No. 22/61/83-RD dated 22-11-83 published on page 383-384 of Series II No. 34 of the Official Gazette dated 24-11-1983, it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the said Act) that the land specified in the schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose viz. for Telephone Exchange at Vasco-da-Gama.

And whereas the Government is of the opinion that its acquisition is urgently necessary, the provisions of sub-section (1) and sub-section (4) of Section 17 of the said Act are made applicable, and that the Collector appointed under paragraph 2 below, shall at any time, on expiry of 15 days

#### SCHEDULE

(Description of the said land)

Taluka	City	P. T. S. No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Mormugao	Vasco-da-Gama	104	6	1. M/s Shantilal Khushaldas & Bros. Pvt. Ltd. 5/6. 2. Shri Premnath Damodar Prabhu Dessai 1/6.	133.00
Boundaries:					
North: Road.					
South: Chalta No. 7, 8 & 16 of P.T.S. No 104.					
East: Road (Footpath) & Chalta No. 36 of P.T.S. No. 104.					
West: Road.					
Total .....					133.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

A. S. Ingle, Under Secretary (Revenue).

Panaji, 29th November, 1983.

4. Shri Prashant Sadashiv Prabhu Tendulkar, Nirankal, Ponda.
5. Shri Madhukar P. Naik, Marcaim, Ponda.
6. Shri M. K. Yadav, Chief (Projects), HUDCO, New Delhi.
7. Shri Mathew D'Sa, Margao, Goa.
8. Shri Satish M. Dhond, GI Mandovi Nagar, Dr. Dada Vaidya Road, Panaji.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L.A.W.D.).

Panaji, 23rd November, 1983.

#### Notification

No. LSG-MUN-3182-68-C

In exercise of the powers conferred by Sub-Section (1) of Section 71 of the Goa, Daman and Diu Municipalities Act, 1968 (7 of 1969) the Administrator of Goa, Daman and Diu is pleased to appoint Shri P. M. Nair, Secretary (Health) as Director of Municipal Administration in place of K. B. Shukla with immediate effect.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (L.A.W.D.).

Panaji, 29th November, 1983.

from the publication of notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now therefore the Government is pleased to declare under the provision of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Additional Deputy Collector, South Division, Margao to perform the functions of the Collector for all proceedings hereinafter to be taken in respect of the said land and to direct him under Section 7 of the said Act to take order of the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Additional Deputy Collector, South Division, Margao till the award is made under Section 11.

## Notification

No. RD/LQN/SO/46/86

In partial modification of the Notification No. RD/LQN/SO/46/86 dated 15-6-81, the Government is pleased to decide that the three non-official members appointed on Land Acquisition Committee will be entitled for TA/DA at the highest rate as admissible to Class I Officers of this Administration.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. S. Ingle, Under Secretary (Revenue).

Panaji, 28th November, 1983.

## AGREEMENT

This agreement is made on this second day of the month of November One thousand nine hundred and eighty three between the President of India (hereinafter called the "Government") of the ONE PART and the Managing Director, Kadamba Transport Corporation Limited, Panaji, Goa registered under the Companies Act, 1956 (no. 1 of 1956) and having its registered office at Panaji-Goa (hereinafter called 'The Company', which expressions shall, unless the context does not so admit, include its successors and assigns) of the OTHER PART.

WHEREAS the principal objects for which the Company is established are to carry on business of carriers of passengers by running buses within the territory of Goa, Daman and Diu as well as outside the territory and to carry on all business incidental and ancillary objects.

AND WHEREAS the company has applied to the Government that the land specified in the Schedule attached hereto (hereinafter referred to as "the said land") should be acquired under the provisions of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to "the said Act") for the following purpose namely:— Construction of Administrative Building and Staff Quarters for Kadamba Transport Corporation Ltd. at Porvorim.

AND WHEREAS the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the purpose of construction of Administrative Building and Staff Quarters for Kadamba Transport Corporation Limited, have consented to acquire the said land for the Company under the provisions of the said Act, and to enter into an agreement hereinafter contained with the Company.

NOW these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire land for the Company on the following terms and conditions namely:—

1. The Company shall pay to the Government the entire cost, as determined by the Government for the purpose of the acquisition of the said land, including all compensations, damages, costs, charges and other expenses, whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may deem it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Company under the clause shall be paid by it by depositing with the Collector of Goa free of interest of the sum of Rupees One Thousand within fifteen days from the execution of this agreement and thereafter by payment to the said Collector within fifteen days from the date of demand by the Collector in writing such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges, or expenses hereinbefore referred to. In case of urgency, where possession of any land is proposed to be taken under section 17 of the said Act before an award has been made under section 11 thereof, the company shall deposit with the Collector, free of interest, such amount being not more than two thirds of the approximate amount of com-

pensation payable in respect of the said land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector may specify in this behalf.

If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, within the aforesaid period the Government shall be entitled to recover the same from the Company as if it were money due to the Government under the law for the time being in force.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient be transferred to the Company at the cost of the Company so as to vest in it, subject to the provisions of the law for the time being in force as to the terms on which the land shall be held by the Company.

3. The said land, when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is acquired, subject nevertheless to the payment of the assessments and cesses if any, so far as the said land is or may from time to time be liable to such assessments and cesses under the provisions of the law for the time being in force.

4. i) The Company shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it is acquired.

ii) The time within which the construction of buildings or works for a Company which is engaged shall not exceed three years from the date of transfer of the said land to the Company.

iii) If the Government is satisfied after such enquiry as it may deem necessary that the said Company was prevented by reasons beyond its control from construction of the buildings within the time specified in this agreement, the Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

iv) The Company shall keep and maintain at all times the said land and the building or buildings erected thereon, in good order and condition to the satisfaction of the Collector.

v) The Company shall maintain all records thereof properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

vi) The Company shall not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Company in the construction of the said works of the Company upon the said land.

6. The Company shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government. The Company shall however be entitled to mortgage the said land to any cooperative or other registered or statutory Financing Agencies for the bonafide purpose of securing loan for undertaking and/or completing the construction of the work for which the lands are acquired on its behalf. This shall however be subject to the conditions that:

i) In the event of sale, for realisation of its dues to the mortgagee of in respect of the said land:

- a) The said land including its structures, half unearned income (i.e. half the difference between the sale price of the land and the cost of its acquisition) incurred by the Company shall be credited to the Government and
- b) The Collector's decision regarding the amount of unearned income shall be final.

The mortgagee shall be entitled to utilise in accordance with the terms of mortgage deed the balance of the sale proceeds left, after satisfying the Government claims as per clause (a) above for realisation of their dues;

ii) The right of the mortgagee to sell the mortgaged land to realise the undischarged debt shall be absolute, subject to the clauses (a) and (b) of the condition (i) above; and

iii) Conditions prohibiting transfer by sale, etc. imposed upon the Company shall not apply to the transferees who purchased the lands in the event of their sale by the mortgagee for realisation of their dues.

7. If the Company commits a breach of any of the conditions provided for in this agreement, the Government may make an order declaring the transfer of the land to the Company as null and void, whereupon the land shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of the amount paid by the Company to the Government as the cost of acquisition under clause (1) of section 41 of the said Act shall be forfeited to the Government as damages and the balance shall be refunded to the Company and the order, so made shall be final and binding.

If the Company utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Company can continue to utilise the portion of the land used by it even if the unutilised part thereof is resumed, the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (i) of section 41 of the said Act, as is relatable to the unutilised portion shall be forfeited to the Government as damages and that balance or that part of that portion shall be refunded to the Company and the order so made shall, subject to the following provisions, be final and binding.

Where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final.

PROVIDED that the Government shall not make an order as aforesaid, unless the Company has been given an opportunity of being heard after a due notice of the breach, complained of, has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

8. If at any time or times, any part of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity then the Company on being required by the Government in writing shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act, and paid by the Company in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, P.W.D., having jurisdiction whose decision in the matter shall be final as to the costs of the development of the land so transferred which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

All the costs and expenses of the incidental to the preparation and execution of these presents shall be borne by the Company.

#### SCHEDULE

(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6
Bardez	Salvador do Mundo	145	1/part 6/part	H: Defence Colony.	13480
				H: Defence Colony.	31
			7	T: Baburao Kerkar.	
				H: Defence Colony.	79
			8	T: Babuso Naik.	
				H: Defence Colony.	87
			9	T: Shripad Naik.	
				H: Defence Colony.	181
			10	T: Atmaram Mandrekar.	
				H: Defence Colony.	131
			11	T: Ramchandra Madan Naik.	
				H: Defence Colony.	125
			12	T: Savlo Dhondur Bala.	
				H: Defence Colony.	137
			13	T: Luisa Maria Fernandes.	
				H: Defence Colony.	169
			14	T: Vishnu Bapu Bugde.	
				H: Defence Colony.	337
				T: 1) Rosa Maria Cardoz. 2) Avelina Fernandes.	
			15	H: Defence Colony.	330
				T: Marceline Fernandes.	
			16	H: Defence Colony.	365
				T: Mafaldina Lobo.	
			17	H: Defence Colony.	331
				T: Monica Sequeira.	
			18	H: Defence Colony.	433
				T: Rita Fernandes.	
			19	H: Defence Colony.	428
				T: Magdalena Coelho.	
			20	H: Defence Colony.	187
				T: Sudhakar Falgo.	
			21	H: Defence Colony.	181
				T: Yeshwant Mandrekar.	
			22	H: Defence Colony.	275
				T: Savlo Dhondur Balu.	
			23	H: Defence Colony.	665
				T: Narayan Upi Madkalkar. Datta Vishram Sounekar.	

1	2	3	4	5	6
Bardez	Salvador do Mundo	145	24	H: Defence Colony. T: Rayu Malvankar. Janki Salgaonkar.	765
			25	H: Defence Colony. T: Sahadev Bhicu Mandolkar.	461
			26	H: Defence Colony. T: Subhash Ganesh Palyekar.	507
			27	H: Defence Colony. T: Banu Santu Pol.	290
			28	H: Defence Colony. T: Kuslo Laxman Dalvi. Yeshwant Vishnu Sounekar.	25
Total .....					20000
North: Survey No. 146/9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Survey No. 147/1, 2, 3, 4, 5, 6, 7, 8, 11, 12, 13 & 14.					
South: Survey No. 145/1, Survey No. 151/1.					
East: Survey No. 147/13, 14, 20, Survey No. 150/1, 151/1.					
West: Survey No. 145/6 & 1.					

In Witness whereof the parties hereto have hereunto set their hand the day, month and year first above written.

Signed, sealed and delivered by:

V. V. Bhat

Secretary (Revenue)  
Government of Goa, Daman and Diu  
Secretariat, Panaji-Goa

For and on behalf of the President of India

Witnesses:

1. Sd/-
2. J. F. Fernandes

Signed, sealed and delivered by:

Sd/-

For and on behalf of the Company

C. G. Hede

Managing Director  
Kadamba Transport Corporation Ltd.  
Panaji-Goa

Witnesses:

1. K. N. S. Nair
2. G. B. Naik

#### AGREEMENT

This agreement is made on this second day of the month of November One thousand nine hundred and eighty three between the President of India (hereinafter called the "Government") of the ONE PART and the Managing Director, Kadamba Transport Corporation Limited, Panaji, Goa, registered under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at Panaji-Goa (hereinafter called "the Company", which expressions shall, unless the context does not so admit, include its successors and assigns) of the OTHER PART.

WHEREAS the principal objects for which the Company is established are to carry on business of carriers of Passengers by running buses within the territory of Goa, Daman and Diu as well as outside the territory and to carry on all business incidental and ancillary objects.

AND WHEREAS the company has applied to the Government that the land specified in the Schedule attached hereto (hereinafter referred to as "the said land" should be acquired under the provisions of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as "the said Act") for the following purpose namely:— Construction of Service Depot at Porvorim for Kadamba Transport Corporation Ltd.

AND WHEREAS the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the purpose of construction of Service Depot for the Kadamba Transport Corporation Limited, have consented to acquire the said land for the Company under the provisions of the said Act, and to enter into an agreement hereinafter contained with the Company.

NOW these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire the said land for the Company on the following terms and conditions namely:

1. The Company shall pay to the Government the entire cost, as determined by the Government for the purpose of the acquisition of the said land, including all compensations,

damages, costs, charges and other expenses, whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may deem it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Company under this clause shall be paid by it by depositing with the Collector of Goa free of interest of the sum of Rupees One Thousand within fifteen days from the execution of this agreement and thereafter by payment to the said Collector within fifteen days from the date of demand by the Collector in writing such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges, or expenses hereinbefore referred to. In case of urgency, where possession of any land is proposed to be taken under section 17 of the said Act before an award has been made under section 11 thereof, the company shall deposit with the Collector, free of interest, such amount being not more than two thirds of the approximate amount of compensation payable in respect of the said land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector may specify in this behalf.

If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, within the aforesaid period the Government shall be entitled to recover the same from the Company as if it were money due to the Government under the law for the time being in force.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient be transferred to the Company at the cost of the Company so as to vest in it, subject to the provisions of the law for the time being in force as to the terms on which the land shall be held by the Company.

3. The said land, when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is acquired, subject nevertheless to the payment of the assessments and cesses if any, so far as the said land is or may from time to time be liable to such assessments and cesses under the provisions of the law for the time being in force.

4. i) The Company shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it is acquired:

ii) The time within which the construction of buildings or works for a Company which is engaged shall not exceed three years from the date of transfer of the said land to the Company.

iii) If the Government is satisfied after such enquiry as it may deem necessary that the said Company was prevented by reasons beyond its control from construction of the buildings within the time specified in this agreement, the Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

iv) The Company shall keep and maintain at all times the said land and the building or buildings erected thereon, in good order and condition to the satisfaction of the Collector.

v) The Company shall maintain all records thereof properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

vi) The Company shall not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Company in the construction of the said work of the Company upon the said land.

6. The Company shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government. The Company shall, however, be entitled to mortgage the said land to any cooperative or other registered or statutory Financing Agencies for the bonafide purpose of securing loan for undertaking and/or completing the construction of the work for which the lands are acquired on its behalf. This shall however be subject to the conditions that:—

i) In the event of sale, for realisation of its dues to the mortgagee of in respect of the said land:

a) The said land including its structures, half unearned income (i.e. half the difference between the sale price of the land and the cost of its acquisition) incurred by the Company shall be credited to the Government, and

b) The Collector's decision regarding the amount of unearned income shall be final.

The mortgagee shall be entitled to utilise in accordance with the terms of mortgage deed the balance of the sale proceeds left, after satisfying the Government claims as per clause (a) above for realisation of their dues;

ii) The right of the mortgagee to sell the mortgaged land to realise the undischarged debt shall be absolute, subject to the clauses (a) and (b) of the condition (i) above; and

iii) Conditions prohibiting transfer by sale, etc. imposed upon the Company shall not apply to the transferees who purchased the lands in the event of their sale by the mortgagee for realisation of their dues.

7. If the Company commits a breach of any of the conditions provided for in this agreement, the Government may make an order declaring the transfer of the land to the Company as null and void, whereupon the land shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of the amount paid by the Company to the Government as the cost of acquisition under clause (1) of section 41 of the said Act shall be forfeited to the Government as damages and the balance shall be refunded to the Company and the order, so made shall be final and binding.

If the Company utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Company can continue to utilise the portion of the land used by it even if the unutilised part thereof is resumed, the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (i) of section 41 of the said Act, as is relatable to the unutilised portion shall be forfeited to the Government as damages and that balance of that portion shall be refunded to the Company and the order so made shall, subject to the following provisions, be final and binding.

Where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that court thereon shall be final.

PROVIDED that the Government shall not make an order as aforesaid, unless the company has been given an opportunity of being heard after a due notice of the breach, complained of, has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

8. If at any time or times, any part of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity then the company on being requested by the Government in writing shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act, and paid by the Company in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, P. W. D., having jurisdiction whose decision in the matter shall be final as to the costs of the development of the land so transferred which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

All the costs and expenses of the incidental to the preparation and execution of these presents shall be borne by the Company.

#### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4	5	6	7
	Bardez	Socorro	364	6(part) 7(part) 8(part)	Comunidade of Serula Comunidade of Serula Comunidade of Serula	900 833 140



1	2	3	4	5	6	7
Bardez	Socorro	364	9(part)	Comunidade of Serula	810	
			10(part)	Comunidade of Serula	750	
			11(part)	Comunidade of Serula	460	
		363	1	Comunidade of Serula	2250	
			2	Comunidade of Serula	1200	
			3	Comunidade of Serula	880	
			4	T: Shripad Babuso Naik		
				Comunidade of Serula	887	
			5	T: Babusso Shamba Naik		
				Comunidade of Serula	1250	
				T: 1) Baburao Rama Kerkar		
				2) Appa Parsekar		
		355	12(part)	Maxy Mascarenhas		
				Jagannath W. Khalap	950	
			14	Comunidade of Serula	13985	
		354	5(part)	Comunidade of Serula	3265	
		353	2	Comunidade of Serula	1825	
			3(part)	Comunidade of Serula	75	
			4	Comunidade of Serula	387	
			5	T: Xavier Fernandes		
				Comunidade of Serula	387	
			6	T: Rosa Maria Carodozo		
				Comunidade of Serula	356	
			7	T: Vishnu Bhiku Malvankar		
				Comunidade of Serula	425	
			8	T: Shripad Babuso Naik		
				Comunidade of Serula	650	
			9	T: Savitri Parsekar		
				Comunidade of Serula	465	
				T: Michael Coelho		
				Magdalena Coelho		
			10	Comunidade of Serula	500	
				T: Maria Josephina de Souza		
			11	Comunidade of Serula	435	
				T: John Franco		
			12	Comunidade of Serula	430	
				T: Simon Correia		
		350	(part)	Jagannath W. Khalap	2375	
Bardez	Salvador	148	1	Comunidade of Serula	540	
	do Mundo			T: Janaki Salgaonkar		
			2(part)	Comunidade of Serula	1512	
			3	Comunidade of Serula	283	
			4	Comunidade of Serula	900	
			5	Comunidade of Serula	835	
				T: Atamaram Mandrekar		
			6	Comunidade of Serula	365	
				T: Monica Sequeira		
			7	Comunidade of Serula	294	
				T: Carmelina Magdaleao		
			8	Comunidade of Serula	406	
				T: 1) Carmelina Magdaleao		
				2) Luiza Maria D'Souza		
			9	Comunidade of Serula	550	
				T: Vishnu Bapa Budge		
				Savitri Vishnu Naik		
			10	Comunidade of Serula	287	
				T: Savitri Vishnu Naik		
			11	Comunidade of Serula	550	
				T: Luiza M. Campus		
			12	Comunidade of Serula	500	
				T: Ramnath Ladu Shirodkar		
			13	Comunidade of Serula	587	
				T: Magdalina Lobo		
			14	Comunidade of Serula	719	
				T: Ramchand Mahadev Naik		
			15	Comunidade of Serula	450	
				T: Davio Dhondou Mali		
Total .....					45648	

In witness whereof the parties hereto have hereunto their hand the day, month and year first above written.

Signed, sealed and delivered by:

*Shri V. V. Bhat*

Witnesses:

1. Sd/-
2. J. F. Fernandes

Witnesses:

1. K. N. S. Nair
2. G. B. Naik

Sd/-

Secretary to Government of Goa, Daman and Diu  
(Revenue Dept.)

For and on behalf of the President of India

Sd/-

Signed, sealed and delivered by:

*Shri C. G. Hede*

For and on behalf of the Company

Managing Director  
Kadamba Transport Corporation Ltd.  
Panaji-Goa

### AGREEMENT

This agreement is made on this second day of the month of November One thousand nine hundred and eighty three between the President of India (hereinafter called the "Government") of the ONE PART and the Managing Director, Kadamba Transport Corporation Limited, Panaji, Goa registered under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at Panaji-Goa (hereinafter called "the Company", which expressions shall, unless the context does not so admit, include its successors and assigns) of the OTHER PART.

WHEREAS the principal objects for which the Company is established are to carry on business of carriers of Passengers by running buses within the territory of Goa, Daman and Diu as well as outside the territory and to carry on all business incidental and ancillary objects.

AND WHEREAS the company has applied to the Government that the land specified in the Schedule attached hereto (hereinafter referred to as "the said land") should be acquired under the provisions of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as "the said Act") for the following purpose namely:— Construction of Central Workshop for Kadamba Transport Corporation Limited at Porvorim.

AND WHEREAS the Government having caused an enquiry to be made in conformity with the provisions of the said Act and being satisfied as a result of such enquiry that the acquisition of the said land is needed for the purpose of construction of Central Workshop for Kadamba Transport Corporation Limited, have consented to acquire the said land for the company under the provisions of the said Act, and to enter into an agreement hereinafter contained with the Company.

NOW these presents witness and it is hereby agreed that the Government shall put in force the provisions of the said Act in order to acquire land for the Company on the following terms and conditions namely:—

1. The Company shall pay to the Government the entire cost as determined by the Government for the purpose of the acquisition of the said land, including all compensations, damages, costs, charges and other expenses, whatsoever, which have been or may be paid or incurred in respect of or on account of such acquisition or in connection with any litigation arising out of such acquisition either in the original or Appellate courts and including the costs on account of any establishment and salary of any officer or officers of the Government whom the Government may deem it necessary to employ or depute on special duty for the purpose of such acquisition and also including the percentage charges on the total amount of compensation awarded in accordance with the instructions issued by the Government from time to time. The money which shall be payable by the Company under this clause shall be paid by it by depositing with the Collector of Goa free of interest of the sum of Rupees One Thousand within fifteen days from the execution of this agreement and thereafter by payment to the said Collector within fifteen days from the date of demand by the Collector in writing such further amount as may be required for the purpose of paying or disbursing compensation, damages, costs, charges, or expenses hereinbefore referred to. In case of urgency, where possession of any land is proposed to be taken under section 17 of the said Act before an award has been made under section 11 thereof, the company shall deposit with the Collector, free of interest, such amount being not more than two thirds of the approximate amount of compensation payable in respect of the said land as determined under clause (ii) of sub-rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within such time as the Collector may specify in this behalf.

If the Company fails to pay to the Government the entire cost of acquisition, as referred to above, within the aforesaid period the Government shall be entitled to recover the same from the Company as if it were money due to the Government under the law for the time being in force.

2. On payment of the entire cost of the acquisition of the said land, as hereinbefore referred to, the whole of the said land shall, as soon as it may be convenient be transferred to the Company at the cost of the Company so as to vest in it, subject to the provisions of the law for the time being in force as to the terms on which the land shall be held by the Company.

3. The said land, when so transferred to and vested in the Company shall be held by the Company as its property to be used only in furtherance of and for the purpose for which it is acquired, subject nevertheless to the payment of the assessments and cesses if any, so far as the said land is or may from time to time be liable to such assessments and cesses under the provisions of the law for the time being in force.

4. i) The Company shall not, except with the previous sanction of the Government, use the said land for any purpose other than that for which it is acquired.

ii) The time within which the construction of buildings or works for a Company which is engaged shall not exceed three years from the date of transfer of the said land to the Company.

iii) If the Government is satisfied after such enquiry as it may deem necessary that the said Company was prevented by reasons beyond its control from construction of the buildings within the time specified in this agreement, the Government may extend the time for that purpose by a period not exceeding one year at a time so however that the total period of extension shall not exceed three years.

iv) The Company shall keep and maintain at all times the said land and the building or buildings erected thereon, in good order and condition to the satisfaction of the Collector.

v) The Company shall maintain all records thereof properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government.

vi) The Company shall not use the said land or any building that may be erected upon it for any purpose which in the opinion of the Government is objectionable.

5. The Company shall from time to time and at all times permit the Government or any officer or officers authorised by the Government in that behalf, to inspect the said land and any works of the Company upon the said land whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the moneys expended by the Company in the construction of the said works of the Company upon the said land.

6. The Company shall not in any way alienate the said land or any portion thereof except with the previous permission in writing of the Government. The Company shall however be entitled to mortgage the said land to any cooperative or other registered or statutory Financing Agencies for the bonafide purpose of securing loan for undertaking and/or completing the construction of the work for which the lands are acquired on its behalf. This shall however be subject to the conditions that:

i) In the event of sale, for realisation of its dues to the mortgagee of in respect of the said land:

a) The said land including its structures, half unearned income (i.e. half the difference between the sale price of the land and the cost of its acquisition) incurred by the Company shall be credited to the Government and

b) The Collector's decision regarding the amount of unearned income shall be final.

The mortgagee shall be entitled to utilise in accordance with the terms of mortgage deed the balance of the sale proceeds left, after satisfying the Government claims as per clause (a) above for realisation of their dues;

ii) The right of the mortgagee to sell the mortgaged land to realise the undischarged debt shall be absolute, subject to the clauses (a) and (b) of the condition (i) above; and

iii) Conditions prohibiting transfer by sale, etc. imposed upon the Company shall not apply to the transferees who purchased the lands in the event of their sale by the mortgagee for realisation of their dues.

7. If the Company commits a breach of any of the conditions provided for in this agreement, the Government may make an order declaring the transfer of the land to the Company as null and void, whereupon the land shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of the amount paid by



the Company to the Government as the cost of acquisition under clause (1) of section 41 of the said Act shall be forfeited to the Government as damages and the balance shall be refunded to the Company and the order, so made shall be final and binding.

If the Company utilises only a portion of the land for the purpose for which it was acquired and the Government is satisfied that the Company can continue to utilise the portion of the land used by it even if the unutilised part thereof is resumed, the Government may make an order declaring the transfer of the land with respect to the unutilised portion thereof as null and void, whereupon such unutilised portion shall revert back to the Government and the Government may direct that an amount not exceeding one fourth of such portion of the amount paid by the Company as cost of the acquisition under clause (i) of section 41 of the said Act, as is relatable to the unutilised portion shall be forfeited to the Government as damages and that balance of that portion shall be refunded to the Company and the order so made shall, subject to the following provisions, be final and binding.

Where there is any dispute with regard to the amount relatable to the unutilised portion of the land, such dispute shall be referred to the Court, within whose jurisdiction the land or any part thereof is situated and the decision of that Court thereon shall be final.

PROVIDED that the Government shall not make an order as aforesaid, unless the Company has been given an opportunity of being heard after a due notice of the breach,

complained of, has been given to the Company and the Company has failed to make good the breach or to comply with any directions issued by the Government in this behalf, within the time specified in the said notice for compliance therewith.

8. If at any time or times, any part of the said land is required by Government for the purpose of making any new public road or for any purpose connected with public health, safety, utility or necessity then the Company on being required by the Government in writing shall transfer to the Government such part of the said land as the Government shall specify to be necessary for any of the aforesaid purpose, and in consideration of such transfer the Government shall pay to the Company a sum equal to the amount of the compensation awarded under the said Act, and paid by the Company in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, P. W. D., having jurisdiction whose decision in the matter shall be final as to the costs of the development of the land so transferred which shall include the value at the date of transfer of any structure standing thereon and when part of a building is on the land so transferred and part is on the adjoining land, reasonable compensation for the injuries affected to the part of the building on the adjoining land.

All the costs and expenses of the incidental to the preparation and execution of these presents, shall be borne by the Company.

**SCHEDULE**  
(Description of the said land)

Taluka	Village	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3	4		5
Bardez	Salvador do Mundo	146	1/part	Comunidade of Serula.	2355
		146	4	Comunidade of Serula.	450
		146	5	T: Dattaram Vishnu Salgaonkar.	625
		146	6	Comunidade of Serula.	1225
		146	7	T: Bhalu Dessai.	542
		146	8	Comunidade of Serula.	512
		146	9	T: Shripad Naik.	437
		146	10	Comunidade of Serula.	331
		146	11	T: Vishnu Santu Naik.	355
		146	12	Comunidade of Serula.	536
		146	13	T: Babuso Santu Naik.	425
		146	14	Comunidade of Serula.	362
		146	15	T: Baburao Kerkar.	385
		146	16	Comunidade of Serula.	387
		146	17	T: Luisa Maria Fernandes.	720
		146	18	Comunidade of Serula.	570
		147	1	T: Vishnu Bapu Bugde.	535
		147	2	Comunidade of Serula.	450
		147	3	T: Rosa Maria Cardoz.	536
		147	4	Carmelina Fernandes.	656
		147	5	Comunidade of Serula.	512
		147	6	T: Magdalena Lobo.	537
		147	7	Comunidade of Serula.	810

1	2	3	4	5	6
Bardez	Salvador do Mundo	147	8	Comunidade of Serula. T: Narayan Upi Madkaikar. Kashi Dattu Soundkar.	975
		147	9	Comunidade of Serula.	130
		147	10	Comunidade of Serula. T: Bayu Malvankar.	919
		147	11	Comunidade of Serula. T: Sahaddev Bicu Mandolkar.	485
		147	12	Comunidade of Serula. T: Subhash Ganesh Palyenkar.	537
		147	13	Comunidade of Serula. T: Damu Santu Pol.	564
		147	14	Comunidade of Serula. T: Kusulem Laxman Dalvi.	837
		147	15	Comunidade of Serula. T: Yeshwant Vishnu Sounskar.	412
		147	16	Comunidade of Serula. T: Dattaram Mukund Gadekar.	408
		147	17	Comunidade of Serula. T: Yeshwant Babani Arlekar.	662
		147	18	Comunidade of Serula. T: Surgo Gopal Palni.	537
		147	19	Comunidade of Serula. T: Maria Joao Fernandes.	460
		147	20	Comunidade of Serula. T: Elvina D'Souza.	6785
		147	21	Comunidade of Serula. T: Laxman Binge Arolkar.	550
		147	22	Comunidade of Serula. T: Datta Mahadev Naik.	585
		147	23	Comunidade of Serula. T: Suryakant Pundolik Arlekar.	410
		147	24	2. Luiza Maria Fernandes. Comunidade of Serula.	500
		149	1/part	T: Carmelina Magalhao.	1042
		149	2/part	Comunidade of Serula.	375
		149	3	T: Banu Salu Pol.	625
		149	4	Comunidade of Serula. T: Narayan Upi Madkaikar.	556
		149	5	Comunidade of Serula. T: Yeshwant Vishnu Sounekar.	414
		149	6	Comunidade of Serula. T: Kashi Dattaram Sounekar.	600
		149	7	Comunidade of Serula. T: Soulo Dhondu Ball.	400
		149	19/part	Comunidade of Serula. T: Sonu Dhondu Ball.	65
Total .....					34066

In Witness whereof the parties hereto have hereunto set their hand the day, month and year first above written.

Signed, sealed and delivered by:

V. V. Bhat

For and on behalf of the President of India

Witnesses:

1. Sd/-
2. J. F. Fernandes

Signed, Sealed and delivered by:

Sd/-

For and on behalf of the Company

Sd/-

Managing Director  
Kadamba Transport Corporation Ltd.  
Panaji-Goa

Witnesses:

1. K. N. S. Nair
2. G. B. Naik

### Public Health Department

Order

No. 5/116/83-PHD

Read: Memorandum No. 5/116/83-PHD, dated 24-8-83.

On the recommendations of the Union Public Service Commission Shri Keshav Shankar Patil is hereby appointed to the post of Psychiatric Social Worker in the Institute of Psychiatry and Human Behaviour, Altinho-Panaji in the pay

scale of Rs. 550-25-750-EB-30-900 with immediate effect on the terms and conditions mentioned in the Memorandum referred to above, against the post revived under Govt. Order No. 90/29/81-PHD, dated 23-9-1983.

Shri Patil has already been declared medically fit for the post of Psychiatric Social Worker.

By order and in the name of the Administrator of Goa,  
Daman and Diu.

S. V. Bhadri, Under Secretary (Health).

Panaji, 24th September, 1983.

Order

No. 6/11/82-PHD

The following transfers of the officers in the Directorate of Health Services, Panaji are hereby ordered with immediate effect:—

Sr. No.	Name of the Officer/designation and present posting	Designation and place of posting
1.	Dr. Ramesh Malkarnekar, Medical Officer, Asilo Hospital, Mapusa.	Medical Officer, Hospicio Hospital, Margao against the vacant post.
2.	Dr. Ananta Amonkar, Medical Officer, Primary Health Centre, Aldona.	Medical Officer, Asilo Hospital, Mapusa vice Dr. Ramesh Malkarnekar transferred.
3.	Dr. Shamrao Palondikar, Medical Officer, Primary Health Centre, Cansaulim.	Medical Officer, Hospicio Hospital, Margao against the vacant post.
4.	Dr. Eduardo Braganza, Medical Officer, Asilo Hospital, Mapusa.	Medical Officer, Primary Health Centre, Cansaulim vice Dr. Shamrao Palondikar transferred.
5.	Dr. Ramkrishna Ramani, Jr. Anaesthetist, Primary Health Centre, Ponda.	Hospicio Hospital, Margao vice Dr. Purushottam Karoikar transferred.
6.	Dr. Purushottam Karoikar, Jr. Anaesthetist, Hospicio Hospital, Margao.	Asilo Hospital, Mapusa, vice Dr. Anand J. Kamat transferred.
7.	Dr. Anand J. Kamat, Jr. Anaesthetist, Asilo Hospital, Mapusa.	Primary Health Centre, Ponda vice Dr. Ramkrishna Ramani transferred.

The officers at Sr. Nos. 2, 4 and 6 should move first.

The Director of Health Services will make immediate arrangements to relieve all the above transferred officers so as to enable them to take charge of their new postings.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. V. Bhadri, Under Secretary (Health).

Panaji, 29th November, 1983.

### Industries and Labour Department

Order

No. 22/9/83-ILD

On the recommendation of the Departmental Promotion Committee Shri P. G. Kamat, Sr. Assistant Employment Officer is hereby promoted on purely ad-hoc basis to the post of Employment Officer, Group B Gazetted in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200 created vide Government Order No. 21/2/80-ILD dated 27-5-1981 and posted in the Employment Exchange, Panaji under the Commissioner, Labour and Employment w.e.f. the date of taking over the charge.

The above promotion will not bestow on the Officer any claim for regular appointment and the service rendered by him on ad-hoc basis in the grade will not count for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 30th November, 1983.

Order

No. 23/18/82-ILD

On the recommendation of D.P.C., Shri P. J. M. Kamat, Group Instructor is hereby promoted to the post of Engineer-in-charge (Common Service Facility Centre) Group B, Gazetted on purely ad-hoc basis in the pay scale of Rs. 650-

-30-740-35-810-EB-35-880-40-1000-EB-40-1200 created vide Government Order No. 18/166-IND/1554 dated 17-6-1968, and posted under the Commissioner, Labour and Employment, Panaji w. e. f. the date of taking over the charge.

The above promotion will not bestow on the Officer any claim for regular appointment and the service rendered by him on ad-hoc basis in the grade will not count for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 30th November, 1983.

Order

No. 22/10/82-ILD

On the recommendation of Departmental Promotion Committee Shri V. S. Naik, Asstt. Employment Officer is hereby promoted on purely ad-hoc basis to the post of Sr. Asstt. Employment Officer, Group B, Gazetted in the pay scale of Rs. 550-25-750-EB-30-900 created vide Government Order No. 2/1/78-EMP/AEO dated 13-7-1978 and posted in the Employment Exchange at Margao w.e.f. the date of taking over the charge.

The above promotion will not bestow on the Officer any claim for regular appointment and the service rendered by him on ad-hoc basis in the grade will not count for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 30th November, 1983.

Order

No. 2/22/82-ILD

The promotion of Shri A. Marathe made vide Government Order No. 2/22/82-ILD dated 19th April, 1983 is hereby cancelled in view of his refusal to join the posting at Diu.

2. Shri P. L. Yoganand, Junior Engineer (Electrical) at Diu, is hereby promoted to the post of Assistant Engineer (Electrical) in the pay scale of Rs. 650-30-740-35-810-EB-35-880-40-1000-EB-40-1200, on ad-hoc basis, with immediate effect and posted in Sub-Division IV, Diu.

3. The above promotion will not bestow on Shri Yoganand a claim for regular appointment and the service rendered on ad-hoc basis in the grade would not count for the purpose of seniority in that grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 28th November, 1983.

Order

No. 26/8/82-ILD

On the recommendation of the Departmental Promotion Committee Shri Satyanarayana Ghanta, Labour Inspector (Chemical) is hereby promoted on purely ad-hoc basis to the post of Chemist, Group B, Gazetted in the pay scale of Rs. 550-25-750-EB-30-900 created vide Government Order No. 26/4/79-ILD dated 6-6-1981, and posted under the Commissioner, Labour and Employment, Panaji w.e.f. the date of taking over the charge.

The above promotion will not bestow on the Officer any claim for regular appointment and the service rendered by

him on ad-hoc basis in the grade will not count for the purpose of seniority in the grade and for eligibility for promotion to the next higher grade.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 30th November, 1983.

#### Order

No. 2/22/82-ILD

Government is pleased to withhold implementation of Order No. 1-1-80-VIG/CEE/387 dated 18-5-1983 posting Shri A. N. Kulkarni as Junior Engineer (Electrical) in the Office of the Superintending Engineer (Electrical) (O&M), Circle I (South) Margao, pending decision on the appeal addressed by him to the President of India.

Shri A. N. Kulkarni, is therefore, re-posted as Assistant Engineer (Electrical) in the Sub-Division II (O&M), Bicholim.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 28th November, 1983.

#### Order

No. 2-6-79-ILD

The following transfers of Assistant Engineers (Electrical) in the Electricity Department are hereby ordered in public interest with immediate effect:

Sl. No.	Name and place of present posting	Place where transferred
1	2	3
1.	Shri Vadirajachar B. R. Sub-Division III (Construction), Valpoi.	Office of the Superintending Engineer (Electrical) (O&M) Circle I (South) Margao.
2.	Shri M. M. Desai, Office of the Superintending Engineer (Electrical) (O&M) Circle I (South) Margao.	Sub-Division III (Construction) Valpoi.

2. Shri Vadirajachar should move first and hand over charge to Shri D. R. Naik, Assistant Engineer (Electrical), Sub-Division II (O&M) Valpoi on 1-12-1983 and thereafter report to Superintending Engineer, Circle I (South) Margao.

3. The above officers will be intitled to Transfer T.A. as per rules.

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 1st December, 1983.

## Finance Department (Revenue and Control)

### Office of the Commissioner of Sales Tax

#### Notification

No. CST/ADM/21/83-84/1

Read: Office order No. CST/1/7/83/EST/10 dated 5-10-1983.

In exercise of the powers conferred by Sub-Section (2) of Section 3 of the Goa, Daman and Diu Sales Tax Act, 1964 read with Government Notification No. Fin(Rev)/2-36/AR/16/74 dated 5-11-1974, Shri Murlidhar Y. Patil is appointed as Sales Tax Inspector for the purpose of the said Act, with effect from 13-10-1983.

Rajeev Talwar, Commissioner of Sales Tax.

Panaji, 21st November, 1983.

## Law Department (Establishment)

### Notifications by the High Court of Judicature,

#### Appellate Side, Bombay

No. A3902(i)(G)/83

#### I

The Honourables the Chief Justice and Judges, are pleased to grant Shri N. S. Kaissare, Civil Judge, Senior Division and Judicial Magistrate, First Class, Bicholim, earned leave for 9 days from 20 December, 1983 to 28 December, 1983 with permission to prefix 18 and 19 December, 1983 being Sunday and holiday (Goa Liberation day) thereto.

On return from leave Shri N. S. Kaissare is reposted as Civil Judge, Senior Division and Judicial Magistrate, First Class Bicholim.

#### II

Shri R. K. Batta, Civil Judge, Senior Division, Mapusa, is kept in charge of urgent matters in respect of Special Civil Suit and Shri A. D. Salkar, Civil Judge, Junior Division and Judicial Magistrate, First Class, Mapusa in charge of the urgent Civil and Criminal matters other than Special Civil Suits of his Court, in addition to their own duties, during the leave period of Shri Kaissare.

High Court, Appellate Side,  
Bombay, 1 December 1983.

S. M. Daud  
Registrar.

No. A.1202(G)/83

The Honourables, the Chief Justice and Judges, grant Dr. Eurico Santana Da Silva, District and Sessions Judge, South Goa, Margao, earned leave for 10 days from 12 December 1983 to 21 December 1983 with permission to prefix 10 and 11 December 1983 being Second Saturday and Sunday thereto.

On return from leave Dr. Eurico Santana Da Silva is reposted as District and Sessions Judge, South Goa-Margao.

High Court, Appellate Side,  
Bombay, 1 December 1983.

S. M. Daud  
Registrar.